



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: May 19th, 2021

Purpose: ☐ Presentation/Report ☐ Recognition ☐ Discussion/ Possible Action

☐ Closed/Executive Session ☐ Work Session ☐ Discussion Only ☒ Consent

From: Dr. Marc Puig, Superintendent of Schools

Item Title: Laying the Foundation Contract

Description: NMSI's Laying the Foundation will empower up to 80 core content teachers in grades 3-5 to build and maintain subject matter expertise, enhance their leadership of diverse classrooms, and propel students' confidence, creativity and problem-solving skills.

Historical Data: This will be a new partnership with the National Math and Science Initiative (NMSi).

Recommendation: Approve the contract between the National Math and Science Initiative and South San ISD for the Laying the Foundation program.

District Goal/Strategy:

Strategy 3 – We will develop a strong support system which will provide meaningful and innovative instruction that promotes critical thinking and problem solving.

Funding Budget Code and Amount:

\$44,000.00 Account 255-13-6299

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

CFO Funding Approval:

Superintendent:



**NATIONAL
MATH + SCIENCE
INITIATIVE**

Contract Cover
Page and Signatures

Contract No.: 2021-22

Contract: South San Antonio ISD Year 1 Private
LTF Training

Contract Amount: \$44,000

Contract Term: April 26, 2021-July 9, 2021

District/School Name: South San Antonio Independent School District

Address & Main Point of Contact:

Kevin Rasco

Director of Teaching and Learning

Kevin.rasco@southsanisd.net

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Contract Cover Page and Signatures

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Signature of Authorized Representative

Signature

Date

Print Name: _____

Title: _____

Signature of National Math and Science (NMSI)
Representative

Signature

Date

Print Name: Tammy L. Knapp

Title: Chief Financial Officer

This Agreement is made on April 26, 2021 (hereinafter called the “Effective Date”) between South San Antonio Independent School District (hereinafter called “Client”) and the **National Math and Science Initiative** (hereinafter called “NMSI”).

WHEREAS, the Client requests NMSI to perform services for it and may request NMSI to perform other services in the future; and

WHEREAS, the Client and NMSI desire to enter into an agreement, which will define respective rights and duties as to all services to be performed, and

WHEREAS, the Client and NMSI affirms that each understands all the provisions contained in this Agreement, and in the case that either requires clarification as to one or more of the provisions contained herein, each has requested clarification or otherwise sought legal guidance.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1.0 Services. Beginning on the Effective Date and remaining in effect for the duration of this Agreement, NMSI shall provide the Client the services as outlined in **Attachment A**, without limitation. The services will be performed at **a school to be named by the Client. If the service involves science training, the site must provide science labs that meet all safety requirements.**

2.0 NMSI Representations and Warranties. Beginning on the Effective Date and remaining in effect for the duration of this Agreement, NMSI makes the following representations and warranties.

2.1 NMSI is fully authorized and empowered to enter into this Agreement, and that its performance of the obligations under this Agreement will not violate any agreement between NMSI and any other person, firm or organization or any law or governmental regulation.

2.2 NMSI requires the Client to follow the COVID-19 guidelines outlined in the US Occupational Safety and Health and Administration’s (OSHA) Regulations and Centers for Disease Control and Prevention’s (CDC) Operational Strategy for K-12 Schools through Phased Mitigation. NMSI reserves the right to change the training format from in-person to online if there are COVID-19 safety concerns or staffing challenges.

2.3 NMSI will notify the Client of any change(s) to NMSI’s schedule that could adversely affect the availability of NMSI, whether known or unknown at the time of this Agreement, no later than two (2) weeks prior to such change(s). If NMSI becomes aware of such change(s) within the two (2) week period, NMSI shall promptly notify the Client of such change(s) within a reasonable amount of time.

2.4 NMSI will bear all expenses incurred in the performance of this Agreement, except as specified in **Attachment A**.

3.0 Client Representations and Warranties. Beginning on the Effective Date and remaining in effect for the duration of this Agreement, the Client makes the following representations and warranties.

3.1 That it is fully authorized and empowered to enter into this Agreement, and that its performance of the obligations under this Agreement will not violate any agreement between the Client and any other person, firm or organization or any law or governmental regulation.

3.2 That it is in full compliance with all laws and/or statutes applicable to the services described hereunder.

3.3 That it has read and understands all its duties and obligations, particularly the logistical requirements for conducting science training as specified in **Attachment A**.

4.0 Compensation. The work performed by NMSI shall be performed at the rate set forth in **Attachment B**, and not exceed the total estimated amount specified in **Attachment B**.

5.0 Independent Contractor Status.

5.1 NMSI is an independent contractor of the Client. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

5.2 NMSI shall have no authority to act as agent for, or on behalf of, the Client, or to represent the Client, or bind the Client in any manner.

5.3 NMSI shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the Client.

6.0 Confidential Information.

6.1 NMSI and its employees shall not, during the time of rendering services to the Client or thereafter, disclose to anyone other than authorized employees of the Client (or persons designated by such duly authorized employees of the Client) or use for the benefit of NMSI and its employees or for any entity other than the Client, any information of a confidential nature, including but not limited to, information relating to: any such materials or intellectual property; any of the Client projects or programs; the technical, commercial or any other affairs of the Client; or, any confidential information which the Client has received from a third party.

7.0 Intellectual Property and Use of NMSI Materials

7.1 NMSI represents that all content provided by the NMSI to the Client, in furtherance of the services described hereunder, including, without limitation, images, videos and text, including any intellectual property, such as copyrights or trademarks (the "Content"), is owned solely and legally by NMSI.

7.2 NMSI grants the Client a license to use the Content in connection with the services described in this agreement specifically described in **Attachment B**.

7.3 The Client may utilize the content connected with the services outlined in **Attachment A** for instructional purposes or face to face teaching only. Use of the content for commercial gain or other purposes requires expressed written permission from an authorized representative of NMSI.

8.0 Liability.

8.1 The Client shall not be responsible for any costs incurred by NMSI, including, without limitation, all fees and expenses, such as those described in **Attachment A**.

8.2 NMSI shall perform the services set out in this Agreement at its own risk.

8.3 EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.

9.0 Disclaimer of Warranty.

9.1 THE WARRANTIES CONTAINED HEREIN ARE THE ONLY WARRANTIES MADE BY THE PARTIES HEREUNDER. EACH PARTY MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT PROVIDE ANY WARRANTY THAT OPERATION OF ANY SERVICES HEREUNDER WILL BE UNINTERRUPTED OR ERROR-FREE.

10.0 Indemnification.

10.1 NMSI agrees to indemnify and hold harmless the Client, its affiliates, and its respective officers, directors, agents and employees from all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, NMSI's services under this Agreement. This provision shall survive the duration of this Agreement.

10.2 NMSI agrees to defend against all claims, demands, causes of action, lawsuits, and/or judgments arising out of, or relating to, NMSI's services under this Agreement, unless expressly stated otherwise by the Client, in writing.

11.0 Duration, Scope and Severability.

11.1 This Agreement shall take effect immediately, and shall remain in full force and effect indefinitely, or until terminated pursuant to **Section 11** of this Agreement.

11.2 This contract will end upon completion of NMSI duties under this Agreement as specified in **Attachment A**. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

11.2 The Client may terminate this Agreement for any reason upon written notice received by NMSI, and without financial liability ninety (90) business days prior to the first day of training. The Client will be held financially liable for termination of this Agreement or cancellation of services by NMSI pursuant to this Agreement as outlined in **Attachment B**. Either party may terminate this Agreement for cause immediately upon notice to the breaching party.

11.3 This Agreement must be signed by NMSI and the Client and received by NMSI no later than 30 business days from receipt for the Agreement to commence.

11.4 This Agreement, and any accompanying attachments, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

11.5 This Agreement may be amended only by written agreement duly executed by an authorized representative of each party.

11.6 If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

11.7 No modifications to this Agreement shall be binding upon the Client without the express, written consent of the Client.

11.8 This Agreement shall not be assigned by either party without the express consent of the other party.

11.9 Neither party to this Agreement shall be liable for failing to perform or delay of performance, if delay is caused by circumstances or events outside their reasonable control, and which occur despite all reasonable attempts to avoid, mitigate or remedy, which shall include but not be limited to acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades, embargoes, accidents or interruptions to transportation, trade restrictions, acts of any Governmental Authority after the date of this Agreement, strikes and other labor difficulties, and other events or circumstances beyond the reasonable control of such Party.

12.0 Governing Law and Jurisdiction.

12.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement shall only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the State of Texas. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, HAVING JURISDICTION IN THE STATE OF TEXAS.

13.0 Waiver of Rights.

13.1 A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

14.0 Attachments.

Attachment A- Duties

1.0 Duties

1.1 NMSI will provide the Client with the following ***Laying the Foundation*** Teacher Training:

<u>Services Description*</u>	<u>Course/Year</u>	<u>Quantity</u>	<u>Delivery Dates</u>
In-Person Private LTF Training (4 day consecutive)	Elementary Math/Science Teacher Training Year 1	1	July 6-9, 2021
In-Person Private LTF Training (4 day consecutive)	Elementary ELA/SS Teacher Training Year 1	1	July 6-9, 2021

* Attendees are limited to 30 per general course/discipline with 1 NMSI Trainer for in-person event.

1.2 NMSI will provide the Client with specific teacher registration, logistics, and equipment information following the signing of the Agreement. This information is considered part of the training and must be provided. NMSI will provide a “school provided equipment” list. It is the client’s responsibility to provide all of the items on these lists. Please see ***Attachment D*** for equipment that will be provided during the training by NMSI and the Presenter. Please see ***Attachment E*** for the complete listing of equipment that is expected to be provided by the Client during the training.

1.3 Upon request and successful completion of the training as determined by NMSI trainer/presenter, Client’s individual teachers will receive access to the NMSI Teacher Resource online library. Access to the online library is governed by the length of this contract, or by the length of the Client’s participation in NMSI’s LTF program.

1.4 NMSI will provide Client’s individual teachers with certificates of completion, including CEU hours/credits earned if requested and given prior notice by the Client. These certificates of completion will be made available online and on completion of the NMSI Presenter Evaluation Form provided at the teacher training.

1.5 The Client shall comply with all logistical and safety requirements for all training sessions identified in ***Attachment A, Section 1.1*** and provided as indicated in ***Attachment A, Section 1.2***.

1.6 The Client will provide each training session with an LCD projector, wireless internet access or a computer with internet, and a document camera.

1.7 **One (1) Local Training Point of Contact** - NMSI requests that a Facility Point of Contact be available the weeks leading up to and during the event to

- Receive all shipments of materials prior to the training, please notify NMSI immediately if any materials are missing
- Ensure availability of all equipment listed on the “Site Provided Equipment” listing in Attachment E
 - If the site or district does not have these resources readily available, please notify NMSI immediately
- Coordinate the delivery of materials to specific rooms or the material storage room prior to the NMSI



trainer's arrival on the day of set up

- Assist with and trouble shoot unexpected needs such as projector bulbs, paper towels in the restroom, or site-specific issues such as water leaks, plumbing, or electrical issues, etc.
- Coordinate sufficient custodial support to organize and clean the facility as determined by the number of participants according to the School's facility usage guidelines
- Assist with technology issues, such as but not limited to, computer login, wireless passwords, projector use, etc.



Attachment B – Costs and Fees

Services Description*	Course/Year	Quantity	Cost/ Course
In-Person Private LTF Training (4 day consecutive)	Elementary Math/Science Teacher Training Year 1	1	\$22,000
In-Person Private LTF Training (4 day consecutive)	Elementary ELA/SS Teacher Training Year 1	1	\$22,000
		Services Total to be invoiced	\$44,000

1.0 Training Costs and Fees

- 1.1 Client will be invoiced 30 days prior to the first day of training in this LTF Master Services Agreement for the specified services identified in **Attachment B** above. Total estimated cost to the district is \$44,000.
- 1.2 Training sessions will have a maximum capacity of 30 per discipline. Any number of registrants over 30 will result in an additional session and presenter charge. See **Price Quote in Attachment B 1.1**.
- 1.3 Payment for training is due to NMSI 30 days after receipt of invoice. Balances over 30 days will be subject to interest charges of 1.5 percent per month (18% per annum).
- 1.4 Technology equipment provided to the Client by NMSI and not returned via prepaid shipping expense within ten (10) days following the conclusion of the training event shall be subject to a replacement charge up to \$10,000.
- 1.5 **CANCELLATION FEE-** the Client may terminate this Agreement for any reason upon written notice received by NMSI. Cancellations inside of thirty (30) business days prior to the first day of training will result in an administration fee of 50% of the contract fee specified in **Attachment B 1.1**. If NMSI cancels an event for any reason, the Client will receive a 100% refund of any documented reasonable expenses incurred by the Client.

Attachment C- Logistics Contact Information Log

The following information is needed to implement LTF training.

Please **complete and return BY EMAIL** to:

Toni Schneider, Director of Program Partnerships

tschneider@nms.org

National Math and Science Initiative

8350 North Central Expressway, Suite M-2200, Dallas, Texas 75206

(m) 512.826.1323 (o) 214.525.3004

Site Location Information

Site Location Name	
Physical Street Address	
Phone Number	

Shipping Location Information (Fill out if different than Site Location)

Shipping Point of Contact Name	
Shipping Site Location Name	
Physical Street Address	
Phone Number	

Local Training Point of Contact Information

Site Coordinator Contact Name	
Title/Position in the School/District	
Site Coordinator Email Address	

Training Schedule- Training Schedule- NMSI Teacher Training provides a total of 24 hours of instruction in four days, or 6 hours per training day (6.5 in Texas). The district may set the start and end times as long as the 6 (6.5 in Texas) hours of instruction requirement is met. Please allow one hour for lunch. District is to set up and organize the training room before the day of training. NMSI Presenters to have access to the facility at least 1-2 hours of set-up time the morning of the first day of training. Suggested start and end times for the training:

Start Time	8:30 am
End Time	4:00 pm

Attachment D – NMSI and Presenter Provided Training Materials

Event Type	Course Title	Responsible	Item	Quantity Needed	Unit	Quantity is needed per room or per event?
LTF SI	General Supplies	NMSI Ordered	Boomset Suite	varies	each	Per event
LTF SI	Elem Math/Science Year 1	NMSI Ordered	Centimeter Cubes	30	ea	Per room
LTF SI	General Supplies	NMSI Ordered	Chart paper	2	pads	Per room
LTF SI	Elem Math/Science Year 1	NMSI Ordered	Compass, Large	8	ea	Per room
LTF SI	General Supplies	NMSI Ordered	Extension Cords	2	each	Per room
LTF SI	Elem Math/Science Year 1	NMSI Ordered	Field Guides, Bound, Full color	10	sets	Per room
LTF SI	Elem Math/Science Year 1	NMSI Ordered	Flashlight, Penlight	8	ea	Per room
LTF SI	Elem ELA/SS Year 1	NMSI Ordered	Handouts	1	32	Per room
LTF SI	Elem Math/Science Year 1	NMSI Ordered	Handouts	1	32	Per room
LTF SI	General Supplies	NMSI Ordered	Highlighters	30	each	Per room
LTF SI	General Supplies	NMSI Ordered	Index cards	1	each	Per room
LTF SI	Elem Math/Science Year 1	NMSI Ordered	Magnets, Ring	32	ea	Per room
LTF SI	General Supplies	NMSI Ordered	NMSI Table Clothes	varies	each	Per event
LTF SI	Elem Math/Science Year 1	NMSI Ordered	Observation Station cards, Laminated	4	sets	Per room
LTF SI	General Supplies	NMSI Ordered	Pens	30	each	Per room
LTF SI	Elem Math/Science Year 1	NMSI Ordered	Pipet, micro tip	1	box	Per room
LTF SI	Elem Math/Science Year 1	NMSI Ordered	Pipette, Graduated, Transfer, 5ml	1	pk of 100	Per room
LTF SI	General Supplies	NMSI Ordered	Power Strips	2	each	Per room
LTF SI	Elem Math/Science Year 1	NMSI Ordered	Ruler, Clear Metric, Plastic, 12"	30	ea	Per room
LTF SI	General Supplies	NMSI Ordered	Snacks	128	each	Per room
LTF SI	Elem Math/Science Year 1	NMSI Ordered	Snap Cubes	15	pk of 100	Per room
LTF SI	General Supplies	NMSI Ordered	Sticky notes (post-its)	8	each	Per room
LTF SI	General Supplies	NMSI Ordered	Yard Signs	varies	each	Per event
LTF SI	Elem Math/Science Year 1	Trainer Provided	Bag, Brown Paper, Small	1	pk of 100	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Battery, Size D	8	ea	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Bolt, 1/4" x 5 1/2" w/ 2 nuts each	8	sets	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Container, Plastic, Shoe Box-Sized	7	ea	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Cotton Swabs	1	pk	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Cup, Condiment w/Lids	1	pk of 50	Per room
LTF SI	Elem ELA/SS Year 1	Trainer Provided	Dice- 6 sided	2	pks of 18	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Dice- 6 sided	2	pks of 18	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Fishing Line, 30 cm, 4lb test	1	spool	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Food Coloring, Blue	1	bottle	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Index Card, 3 in. x 5 in.	1	pk	Per room

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LTF SI	Elem Math/Science Year 1	Trainer Provided	Marble	1	bag	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Marker, Colored, Set	10	sets	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Paper, Wax	1	roll	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Paperclips, Jumbo	1	box	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Paperclips, Small	2	box	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Pencil, Colored	15	pkg	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Pencil, Sharpwriter	8	ea	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Play Doh	1	pk of 15	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Post-It Note Grid Easel Pad	10	sheets	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Protractor	15	ea	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Ring, Looseleaf Notebook	30	ea	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Sealable Container (Sm. Plastic Bottle w/ Lid)	1	ea	Per room
LTF SI	Elem ELA/SS Year 1	Trainer Provided	Sentence Strips (24"), Tagboard	2	pkg	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Sentence Strips (24"), Tagboard	2	pkg	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Speaker Wire, Insulated, Stranded, 16 gauge	1	spool	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Sponge	1	pk of 6	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	String	1	roll	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Tape, Clear (Cellophane)	14	roll	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Tape, Masking	15	roll	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Toothpicks	1	box	Per room
LTF SI	Elem ELA/SS Year 1	Trainer Provided	Wikki Stix	12	pks	Per room
LTF SI	Elem Math/Science Year 1	Trainer Provided	Wikki Stix	12	pks	Per room



Attachment E – Site Provided Equipment

Event Type	Course Title	Responsible	Item	Quantity Needed	Unit	Quantity is needed per room or per event?
LTF SI	Elem Math/Science Year 1	Site Provided	Globe	10	ea	Per room
LTF SI	Elem Math/Science Year 1	Site Provided	graduated cylinder, 10 mL	32	ea	Per room
LTF SI	Elem Math/Science Year 1	Site Provided	graduated cylinder, 100 mL	16	ea	Per room
LTF SI	Elem Math/Science Year 1	Site Provided	Scissors	15	ea	Per room



Attachment F – Invoicing Schedule and Contract Information

The District accepts financial responsibility for the Laying the Foundation Teacher Training.

The District will be invoiced for amounts listed out in ***Attachment B***.

Please provide the school/district contact information for the invoice processing:

- Name: _____
- Title: _____
- Email: _____
- Phone: _____
- Mailing Address: _____